

Estherville      Estherville Police/AFSCME Council 61      7/1/2005    6/30/2007

**2005 - 2007 LABOR AGREEMENT**

**CITY OF ESTHERVILLE**

**AND THE**

**ESTHERVILLE POLICE /  
AFSCME / COUNCIL 61**

**NOTE: Underlined items are changes  
from previous agreement.**

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2005 - 2007 LABOR AGREEMENT  
City of Estherville  
and the  
Estherville Police/AFSCME/Council 61

**INTRODUCTORY CLAUSE**

THIS AGREEMENT entered into by and between the City of Estherville and the Estherville Police/AFSCME/Council 61, both of Estherville, Iowa, hereinafter referred to as "The City" and hereinafter referred to as "The Unit."

**WITNESSETH**

WHEREAS, the parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales, and standards for conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Iowa Public Employment Relations Act of 1974.

WHEREAS, the Unit affirms that it does not assert the right to strike against the city, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the city and the unit acting through their duly authorized representatives, hereby agree as follows:

**RECOGNITION**

The city, pursuant to the Iowa Public Employment Relations Act of 1974, hereby recognizes the Estherville Police/AFSCME/Council 61 as the exclusive representative for the purpose of collective negotiation for all members of the Police Department, excluding the Chief of Police, Assistant Chief of Police, and dispatchers.

The city, pursuant to Section 8 of the Iowa Public Employment Relations Act of 1974, hereby recognizes that the members of the Estherville Police/AFSCME/Council 61 have the right to:

1. Organize or form, join, or assist in any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this contract, or by the Iowa Public Employment Relations Act of 1974 or any other law of the State.

The unit, pursuant to Section 7 of the Iowa Public Employment Relations Act of 1974, hereby recognizes that the city has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such action as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer the budget of the city.
9. Exercise all powers and duties granted to the city by law.

## **DEFINITIONS**

"Unit members or employees" as used in this agreement shall mean any employee included in the bargaining unit as described by the Iowa Public Employment Relations Board.

"Regular part-time employee" as used in this agreement shall mean an employee working a routine schedule of at least twenty (20) hours per week on an annual basis. Regular part-time employees SHALL NOT include temporary, seasonal, or summer employees or any employee working less than twenty (20) hours in any work week.

A regular part-time employee shall be eligible for benefits under this agreement only if he/she works twenty (20) hours a week year-round. Said regular part-time employee shall receive full medical and life insurance benefits. All other benefits shall be prorated based on the number of hours worked per week in comparison to a forty (40) hour work week.

## **PROBATIONARY PERIODS**

### **SECTION 1**

**1.1** The probationary period for all new unit employees hired with City Council approval shall be for a duration of twelve (12) months. The purpose of this period is to determine the employee's fitness for the position and the employee's ability to do the work that is required of that position. During the probationary period if the new employee's working performance does not meet the required standards the employee may be dismissed by the Chief of Police.

**1.2** Sick leave and other leave shall be earned by the new employee during the probationary period. If the new employee does not complete this probationary period, no sick or other leave for the period shall be paid or credited to them. Probationary employees shall receive holiday pay (including personal holiday) and insurance coverage during their probationary period.

**1.3** At the end of the twelve (12) months, the new employee shall automatically receive status as a permanent employee unless they are notified in writing by the Chief of Police that their services are terminated or unless they have been hired on a temporary basis. Probationary employees may be discharged by the Chief of Police during the probationary period and such terminations shall not be subject to the grievance procedure within this agreement nor subject to appeal under Civil Service procedures (Chapter 400 of the Code of Iowa).

**1.4** All employees shall be required to pass a physical examination as prescribed by the city prior to appointment as a probationary employee. The selection of the examining physician shall be at the option of the city and the city will bear the expense of the examination.

## **RESIDENCE**

### **SECTION 2**

**2.1** All persons employed by the City of Estherville, Iowa, as full-time employees after January 1, 1971, shall within twelve (12) months after their appointment, establish and maintain residence within the city limits of Estherville, Iowa. Exceptions to this rule may be made with the approval of the Estherville City Council.

**2.2** All full-time employees of the City of Estherville, Iowa, maintaining residence within the City of Estherville, Iowa, shall be required to obtain the approval of the Estherville City Council before relocating their residence outside of the city limits.

**2.3** The residence of all full-time city employees of the City of Estherville, Iowa, on January 1, 1971, whether it is inside or outside of the corporate limits of the City of Estherville, Iowa, are hereby approved.

## **OUTSIDE EMPLOYMENT**

### **SECTION 3**

**3.1** Employees of the City of Estherville are permitted to engage in outside employment subject to the following restrictions:

1. Any outside employment is secondary to city employment and shall not interfere with proper performance of city employment. Employees shall report to work rested and ready for work.
2. No employee shall accept pay or compensation from anyone for time during which he is reimbursed by the city.
3. No employee shall accept employment that requires the use of city equipment, facilities, or materials.

**3.2** Any doubtful case or problem should be taken up with the Chief of Police if it may involve a conflict of interest.

## **PAY PERIODS**

### **SECTION 4**

**4.1** The work week for the unit members of the Police Department shall commence at 12:01 a.m. on Sunday of each week. All unit members shall be paid every two weeks. Payday will be the following work week and all unit members shall be

paid on the same Wednesday. When payday falls on a holiday, payday shall be the preceding day. Paydays will be as called for in this subsection except for computer breakdowns or other reasons beyond the control of the city.

## **OVERTIME AND CALL OUT PAY**

### **SECTION 5**

**5.1** Forty (40) hours shall constitute a work week. Except as noted in Section 5.2, all work performed over a total of forty (40) hours per week shall be regarded as overtime. Except as noted in Section 5.2, unit members work in excess of forty (40) hours in a calendar week (including vacation and paid leave hours) shall be paid at one and one-half (1½) times the unit member's regular rate of pay.

**5.2** Any unit member attending the Iowa Law Enforcement Academy will be compensated at his regularly scheduled hours and rate of pay for a forty (40) hour week. Any unit member required to attend schooling or meetings on their time off (excluding Law Enforcement Academy training) shall be paid at straight time for those actual hours of attendance at the meeting or schooling. No compensation shall be made for travel time to and from any meeting or schooling.

**5.3** It is recognized in order to maintain as much security as possible in emergencies and during peak work loads, some unit members may be required to work overtime, and call-in time. Call-in time shall mean "to summon an off-duty unit member to perform work for the city, during his/her time off as directed by the Chief of Police or his designee." Standby time shall not be considered call-in time. All call-in time shall include a minimum of two (2) hours (except as noted below), and all call-in time shall be paid for at the rate of one and one-half (1½) times the unit member's hourly wage. Unit members required to report to work less than two (2) hours early or required to stay after the normal work day for less than two hours shall be paid overtime pay for the actual hours worked.

Unit members called in by the Chief of Police or his designee to testify in court shall receive the minimum call-out pay mentioned above. If the unit member is also

required to perform other duties, they shall be paid overtime for the actual hours worked performing the other duties in addition to the call-out pay for court duty.

**5.4** Overtime pay and other fringe benefits of this contract shall apply only to full-time unit members working a regular shift of 40 hours per week and 2,080 hours per year.

Sick leave entitlement, sick leave incentive and anniversary date shall be retroactive upon appointment, to a full-time civil service position, of any individual who has worked on 40 hour continuous shifts prior to said appointment.

**5.5** Standby time shall mean the notification of an off-duty unit member of a possible pending emergency and to require them to make themselves available on short notice in the event the Chief of Police or his designee needs to summon them to perform work (call-in) as described in Subsection 5.3 above. Each unit member so notified by the Chief or his designee and placed on standby but not summoned to work shall receive one call-in (two hours' pay at time-and-one half). The maximum length of any one standby period shall be 24 hours.

## **TIME SHEETS**

### **SECTION 6**

**6.1** Time sheets will be furnished by the Finance Department to the Police Department. It is the responsibility of the Chief of Police to see that the time sheets are completed accurately. The Chief of Police shall approve and submit time sheets to the city's payroll clerk by 10:00 a.m. every other Monday.

**6.2** Altering, manipulating, or attempting to alter or manipulate any time sheet for the purpose of gaining additional compensation shall be grounds for immediate dismissal.

**6.3** Time cards must be signed by each employee before payment will be made to the employee. This subsection will not apply to employees who are not at work during the week the paycheck is issued.

## **UNION DUES DEDUCTION**

### **SECTION 7**

The City shall deduct union dues from the pay of unit members under the following terms and conditions:

1. Dues will be deducted only from the pay of those unit members who have requested such deduction in writing.
2. Dues deduction may be terminated by any unit member on thirty (30) days written notice to the City.
3. The amount of dues to be deducted shall be changed no more than once annually.
4. The dues deduction shall be made by the City from the employee's biweekly paycheck provided the employee has sufficient earnings to cover the dues deduction after deductions for federal taxes, state taxes, retirement, medical insurance, life insurance, and other authorized deductions.
5. The City will remit the dues to the union official designated, in writing, by the union, including a list of those employees paying dues.
6. The word "dues" as used in this Section does not involve initiation fees, special assessments, back dues, fines, or any type of assessment.
7. It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the union of any dues during the time that an employee is not actually working for the City and actually on the payroll of the City.
8. The unit shall indemnify and save the City harmless against any and all claims, suits, or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this Section.

## **HOLIDAYS & HOLIDAY PAY**

### **SECTION 8**

**8.1** Unit members, except as stated below, whether working on a full-time, hourly or monthly basis, may observe the following holidays with pay unless such employee is required to be on regular duty shift. "Holiday" includes the following:

1. New Year's Day
2. George Washington's Birthday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Veterans Day (November 11)
7. Thanksgiving Day
8. Christmas Day
9. Personal Holiday
10. ½ Day Christmas Eve (Afternoon)

Whenever the word "holiday" is used in this article, it refers to the twenty-four (24) hour period commencing at 12:01 a.m. on the calendar day on which the holiday actually occurs.

**8.2** Any unit member who completes a work week in which a holiday falls shall receive eight (8) hours compensatory time off, except those unit members who actually work on a holiday shall receive compensatory time off equal to the length of that day's shift.

**8.3 Holiday Compensatory Time Payment:** Unit members who are unable or choose not to take all of their holiday compensatory time-off by November 30 of each year shall be paid for said unused holiday compensatory hours at the rate of the unit member's hourly wage. This payment will be made, in a separate check along with the longevity bonus with the first payroll check in December of each year.

**8.4** Unit members shall not be eligible for receiving Holiday Pay if they are on layoff, unpaid leave of absence, or on suspension. Unit members shall not be charged for sick leave on holidays.

## **SICK LEAVE AND OTHER LEAVE WITH PAY**

### **SECTION 9**

**9.1 Occasions for Sick Leave:** Sick leave may be taken because of sickness or injury of an employee.

**9.2 Occasions for Other Leave:** Other leave may be taken for other purposes as outlined in this section. Other leave for over four (4) hours shall be charged as vacation unless otherwise stated in this section.

**9.3 Dental and Medical Care:** Necessary dental and medical care shall be recognized as proper cause for granting up to four (4) hours leave when such dental or medical care is for the employee, but dental or medical care for a member of the family of the employee will **NOT** be recognized as cause for granting leave to such employee.

**9.4 Eye Care:** Eye conditions necessitating professional attention may be recognized as a proper cause for granting up to four (4) hours leave when such eye care is of the employee, but eye care of a member of the family of the employee will **NOT** be recognized as cause for granting leave to such employee, except for emergency care.

**9.5 Serious Illness in Immediate Family:** Leave of up to three (3) days with pay may be taken in the event of a serious illness in the immediate family of an employee or spouse (defined as wife, husband, son, daughter, father, mother, brother, or sister) provided that such illness is of such serious nature as to require the attendance of a physician, hospitalization, and is appearing to the satisfaction of the Chief of Police that the situation in the immediate family required the presence of the employee or reflected incapacity of the employee and, in addition, requires the presence of the employee at a location 100 miles or more from Estherville. If the above circumstances are met and the presence of the employee is required at a location within 99 miles of Estherville, then only one (1) day's leave with pay shall be granted. If additional leave with pay is required, it must be approved by the Chief of Police and the Labor Relations Committee of the City Council.

**9.6 Deaths:** Leave of not more than three (3) days with pay may be taken in the event of a death of an employee's immediate family, consisting of wife, husband, son, daughter, and the employee's or his/her spouse's father or mother. Leave of not more than two (2) days with pay may be taken in the event of the death of a brother or sister of a unit member or spouse. Leave of not more than one (1) day with pay may be taken in the event of the death of a grandparent or grandchild of a unit member or spouse. Up to two (2) additional days' leave may be granted to attend a funeral of a grandparent or grandchild and up to one (1) additional day's leave may be granted to

attend a funeral of a brother or sister, providing, however, that the location of said funeral is more than 100 miles from Estherville. The granting of such additional leave without pay shall rest within the discretion of the Chief of Police. Leave may be taken for not more than one (1) day with pay to serve as a pallbearer, to attend funerals for past and present city employees, or to attend funerals for an employee's or spouse's niece, nephew, aunt or uncle.

**9.7 Injuries During Work:** Employees who are injured while working must make immediate report of such injury to the Chief of Police. All injuries, however slight they may seem to be, must be reported within eight (8) hours. If the employee is injured to such extent that he requires medical attention, he shall immediately go to a doctor for treatment. The Chief of Police shall be responsible for notifying the safety director of all injuries reported by the employees under his jurisdiction, or supervision.

**9.8 RESERVED FOR FUTURE USE:**

**9.9 Entitlement:** Persons whose employment is entirely part-time or casual shall not be entitled to sick leave. Full-time and probationary employees (40 hours/week) will be entitled to earn sick leave to be taken in the event of absence due to sickness or injury of the employee according to the following entitlement schedule:

Sick Leave shall be earned at the rate of two (2) days/month  
(24 days/year).

Sick leave shall be charged in one-half day increments. Sick leave entitlement shall accrue from the first day of employment.

**9.10 Accumulation of Sick Leave:** An employee may accumulate up to but not to exceed one hundred fifty (150) days of sick leave. As sick leave is used, additional sick leave will be accrued as established in Section 9.9. Upon the death of an active city employee or retirement from the city, one-half of the unused portion of the employee's accumulated sick leave (not to exceed 60 days) shall be granted as severance pay to the employee or beneficiary. The word "retirement" as used in this subsection, shall mean an employee leaving city employment to receive benefits from the Police Pension System and who is at least 55 years of age (for officers taking disability retirement, the age requirement does not apply).

**9.11 Doctor's Certificate Required:** In all provisions of Section 9 entitled "Sick Leave and Other Leave with Pay," all employees shall furnish a certificate from the attending physician or dentist prior to returning to duty. The said certificate shall state that in the opinion of the attending physician or dentist the employee is incapacitated from work by such illness. All employees must report to the Chief of Police immediately if they are unable to report for duty due to sickness or for other leave, and must furnish a certificate from the attending physician or dentist to report back to work when such illness is terminated. Any employee unable to furnish the above certificates in a timely manner will be considered absent from work without authority. This subsection shall not apply for sick leave of less than three (3) work days, unless, in the opinion of the Chief of Police, sick leave is being abused by an employee.

**9.12 No Termination Sick Leave:** Except as provided in Section 9.10, no sick leave benefits of any kind shall be granted after termination of employment. Upon termination of service, no cash payment shall be made for sick leave unused.

**9.13 Changing of Leave Status:** Any employee on vacation who becomes ill or injured may, with accompanying doctor's certificate and upon proper notification, change his status of leave from vacation to sick leave.

**9.14 Penalty:** Claiming sick leave when physically fit, except as permitted in this section, may be cause for disciplinary action, including suspension or dismissal.

**9.15 Intent:** Sick leave is a type of insurance to the employee of earning power during his employment. Like an insurance, an employee is better off if he does not collect on it. It is the intent that sick leave not be taken except for real sickness.

**9.16 Incentive Program:** As an incentive to the employees of the city not to use the sick leave policy, any unit member who has NOT USED ANY of his/her sick leave during a six (6) month calendar year period (January-June and July-December), will be entitled to one (1) day's pay or one (1) day off, with approval of the Chief of Police for each six (6) month period for which he/she is eligible.

## VACATION

### SECTION 10

**10.1** Persons whose employment is part-time or seasonal shall not be permitted vacation leave. Full-time employees shall be entitled to vacation as follows:

Year of Employment	Vacation Earned/Year	Year of Employment	Vacation Earned/Year
1	1 work week	11	3 work weeks
2	1 " "	12	3 " "
3	2 " "	13	3 " "
4	2 " "	14	3 " "
5	2 " "	15	4 " "
6	2 " "	16	4 " "
7	3 " "	17	4 " "
8	3 " "	18	4 " "
9	3 " "	19	4 " "
10	3 " "	20 & over	5 " "

For the purpose of determining "year of employment" with respect to the above vacation entitlement table for each calendar year, the year each employee is in on July 1 of that calendar year will be used.

No employee may take any vacation during his/her first year of employment. After his/her first anniversary date, the employee may take the one week earned during year one.

After January 1<sup>st</sup> of the employee's second year of employment, he/she may take the one week he/she will be earning during year two. Employees will be earning and taking vacation at the same time. This will apply from beginning of year two on.

However, if any employee uses his/her vacation pay and then terminates his/her employment with the city before his/her anniversary date, his/her final check will show a deduction to the city for vacation time taken and unearned. This paragraph does not apply to retirees.

In order for an employee to be entitled to the above vacation as indicated, the employee must work consecutively the years stated above. Vacation shall not be cumulative (carried over from year to year).

**10.2** If a holiday falls during a vacation period, the employee shall be granted an extra day of vacation leave.

**10.3** Vacation leave shall be requested sufficiently in advance to allow the Chief of Police to arrange work schedules. As a minimum it is expected that vacation leave will be requested in advance by the length of the vacation period.

**10.4** Vacation leave scheduling is a responsibility of the Chief of Police for employees under his supervision.

**10.5** Vacation leave may be denied temporarily to any employee in an emergency or when the granting of time off would result in insufficient manpower by reason of other employees in the department being on sick leave or vacation leave. The Chief of Police may in an emergency situation, grant pay for vacation time in lieu of vacation time off.

**10.6** At termination of service the city will either grant vacation time or pay in lieu of time at the option of the employee. Except there will be no vacation pay for an employee arbitrarily leaving his job without notice of resignation of at least fourteen (14) days.

## **MEDICAL INSURANCE**

### **SECTION 11**

**11.1 Single Insurance Coverage:** Effective July 1, 1998, the City shall pay ninety percent (90%) of the single premium for the medical insurance policy carried by the City for the Unit members. Unit members shall pay ten percent (10%) of the monthly premium for the Unit members.

Effective July 1, 1999, the City shall pay eighty percent (80%) of the single premium for the medical insurance policy carried by the City for the Unit members. Unit members shall pay twenty percent (20%) of the monthly premium for the Unit members.

Employees will be covered by insurance on the first day of employment with the City.

**11.2 Single Coinsurance Payments:** The City shall pay the 20% of the 20/80 coinsurance, up to \$400 per year, after the \$100 deductible has been paid by the Unit member.

**11.3 Dependent Insurance Coverage:** It shall be the option of the Unit members if they wish to subscribe to the dependent coverage medical insurance plan carried by the City for Unit members.

**11.4 Dependent Insurance Premium Contribution:** The City shall pay 80% of the monthly premium for dependent medical insurance coverage carried by the City for Unit members. The Unit members shall pay 20% of the monthly premium for the dependent medical insurance coverage carried by the City.

The dependent insurance premium is calculated as the family premium minus the single premium.

**11.5 Dependent Coinsurance Payments:** The City shall pay the coinsurance for the Unit member as stated in Section 11.2 above and/or 20% of the 20/80 coinsurance on the **second** family dependent, with a \$400 per year maximum City responsibility for coinsurance, after the Unit member has paid **both** \$100 deductibles and the 20% of the 20/80 coinsurance up to \$400 totaling a maximum of \$600 to be paid by the Unit member carrying dependent insurance coverage.

**11.6 Medical Insurance - Miscellaneous:** The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union, nor shall such failure be considered a breach by the City or Union of any obligation undertaken under this or any other agreement. However, nothing in this agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, employee, or beneficiary of any employee.

## **GROUP LIFE INSURANCE**

### **SECTION 12**

**12.1** All full-time employees of the City of Estherville are entitled to group term life insurance. The policy is based upon the following:

1. Covered employee shall be full-time, under age 65, and with one-day's service.
2. Each covered employee will be provided life insurance amounting to Ten Thousand Dollars (\$10,000) at city expense.

3. Waiver of premium benefits in the event of total and permanent disability will be included on life insurance only prior to age 60.
4. When an employee's service terminates, he may convert his group insurance to ordinary insurance without evidence of health. He must apply for conversion within thirty-one (31) days after terminating his services. Any of the regular plans of insurance issued by the company with the exception of term insurance may be selected.

## **UNIFORM ALLOWANCE**

### **SECTION 13**

**13.1 Uniform Allowance:** Each unit member shall be allowed Four Hundred Dollars (\$400.00) per fiscal year uniform allowance. Up to seventy-five dollars (\$75) of each Unit member's unused uniform allowance balance on June 30 of each year will be carried over to the next fiscal year. New, full-time officers shall receive Four Hundred Dollars (\$400.00) per fiscal year uniform allowance for the first two consecutive years of employment, and may draw one year in advance (in addition to the first year's entitlement) on their uniform allowance for one time only, after which they will receive Four Hundred Dollars (\$400.00) per fiscal year uniform allowance.

**13.2** The uniform allowance shall be used only for the purchase of the following uniform items conforming to city specifications:

- Summer and Winter Shirts
- Pants and Pants Belt
- Necktie
- Spring & Fall Jackets
- Raincoat
- Shoes or Boots
- Shoe or Boot Rubbers
- Name Bar
- Winter and Summer Hats

**13.3** The city shall furnish and replace the following items to all officers at the discretion of the Chief of Police:

- Winter Coat (1)
- Weapon - City Issue (1)
- Weapon Holster for above weapon (1)
- Equipment Belt (1)
- Handcuffs and Case (1)

Flashlights and Holder (1)  
ASAP and Holder (1)  
Pep Gas and Carrier (1)  
Belt Keepers (4)  
Speed Loaders (2)  
Speed Load Pouch (1)  
Shoulder Patch (20)  
Hat Badge (1)  
Uniform Badge (1)  
Coat Badge (1)  
Insignia of Rank (1 set)  
Protective Vest (1)

**13.4** All clothing and equipment purchased from city funds including uniform allowance shall remain city property.

The Chief shall establish a minimum list of clothing and equipment for all employees of the police department and shall approve all purchases of same where city funds are involved.

After the required initial clothing and equipment inventory is obtained, each employee will be required to turn in worn-out clothing and/or broken equipment prior to obtaining replacements with city funds.

**13.5** Subject to the approval of the Chief of Police, unit member's equipment, clothing, watches, or glasses damaged or destroyed while pursuing or apprehending a suspect or animal, or aiding an accident victim in the line of duty will be replaced by the city. Cost of said equipment or clothing will not be deducted from uniform allowance.

## **JURY DUTY**

### **SECTION 14**

**14.1** Unit members called for jury duty shall be allowed time away from work with pay for such purpose. Upon receiving the sum paid for jury service the unit member shall submit the warrant, or its equivalent, to the city finance office. However, unit members may elect to fulfill such jury duty call by using their personal holiday and/or accrued compensatory holiday time and retain the full amount received for jury service.

## **LEAVE OF ABSENCE WITHOUT PAY**

### **SECTION 15**

**15.1** A unit member who for any stated reason wishes to absent himself from his duties may with the approval of the Chief of Police be granted a leave of absence without pay or fringe benefits (i.e., the monetary benefits of all insurance premium payments, sick leave payments, other leave payments, holiday payments or any other payments) for not to exceed thirty (30) days. Leave of absence for periods in excess of thirty (30) days shall be granted only with the approval of the Labor Relations Committee of the City Council. Such leave will be granted only when it is deemed to be in the best interest of the city, and except in case of illness or disability shall not exceed one (1) year.

## **CANCELLATION OF LEAVE**

### **SECTION 16**

**16.1** The city may cancel a leave of absence at any time after written notice to the unit member from the Chief of Police specifying a reasonable date of termination of the leave and the reason for cancellation of the leave.

## **ABSENCE WITHOUT LEAVE**

### **SECTION 17**

**17.1** No unit member shall absent himself from duty without permission of the Chief of Police. Any unit member absents himself from duty without leave or permission shall be subject to dismissal. After a total of five (5) days absence, the Chief of Police shall declare the position of the unit member vacant.

### **SECTION 18**

**(RESERVED FOR FUTURE USE)**

## **LAYOFF PROCEDURE**

### **SECTION 19**

**19.1** The Chief of Police at the direction of the City Council may lay off unit members after two weeks prior written notice whenever such action is made necessary by reason of shortage of work and funds, the abolition of a position, or because of a change in organization. However, no full-time unit member shall be laid off while there are seasonal, part-time, or probationary employees serving the same class of positions for which full-time unit members are qualified, eligible, and available.

**19.2** A Layoff Seniority List shall be prepared by the Chief of Police based upon total length of employment with the city.

A separate Layoff Seniority List shall be prepared for each position within the department. The most senior employee in each position classification will be top of the list and the most junior employee at the bottom of the list for each position.

A copy of the Layoff Seniority List shall be given to each unit member and they shall have thirty (30) days in which to appeal their location on said list after which time the Layoff Seniority List shall be considered correct. The grievance procedure shall be utilized for appeals of location on said list.

**19.3** Unit members shall be laid off in accordance with seniority with the least senior patrolman being laid off first.

Laid off unit members shall be placed on a preferred recall list as required by Civil Service procedures (Chapter 400, Code of Iowa).

### **SECTION 20**

**(RESERVED FOR FUTURE USE)**

## **DISMISSALS AND SUSPENSIONS**

### **SECTION 21**

**21.1** The Chief of Police may dismiss or suspend any employee under his supervision, and such dismissal or suspension shall separate the employee from pay status. In doing so, the Chief of Police shall state the cause for dismissal or suspension in writing. Such suspension or dismissal shall comply with Civil Service Commission Policy.

## **DISCHARGE FOR CAUSE**

### **SECTION 22**

**22.1** Any employee of the Police Department who shall engage in, initiate, sponsor or support a strike, work stoppage, boycott or slowdown against the city or who shall engage in any practice prohibited to employees under the provisions of Section 10 of the Iowa Public Employment Relations Act of 1974 shall be subject to immediate discharge for cause.

## **GRIEVANCE PROCEDURE**

### **SECTION 23**

**23.1** This section shall outline the procedure for adjusting grievances not provided for under civil service regulations or procedure. Only alleged violations of the terms of this agreement shall constitute a grievable item under this section. Established rate of pay shall not be a grievable item.

**23.2** Unit members shall first take up all grievances with the Chief of Police or his designee. A unit member must file a written grievance with the Chief or his designee within ten (10) calendar days of knowledge of the alleged incident. The written grievance shall state in detail the alleged violation(s) of this agreement including the section number reference of this agreement.

**23.3** The Chief of Police or his designee shall sign off on the written grievance and resolve it if possible within twenty (20) calendar days of his receipt of the grievance.

**23.4** If the Chief of Police or his designee denies the grievance, the unit member may, within ten (10) calendar days after notification of the denial, appeal the Chief's or his designee's decision to the Labor Relations Committee of the City Council. Such appeal must be in writing, dated, and fully state the nature of the grievance along with the section of the labor agreement alleged to have been violated. The Labor Relations Committee of the City Council shall have thirty (30) calendar days after the appeal is filed with the City Administrator in which to meet and consider the grievance appeal.

**23.5** Failing satisfactory adjustment of the grievance by the Labor Relations Committee, the unit member may, within ten (10) calendar days after the Labor Relations Committee ruling, file a written request for binding arbitration. The Iowa Public Employment Relations Board staff shall be utilized as the arbitrator on all grievance issues and the arbitrator's decision shall be binding upon both the city and the unit. The fees and expenses of the arbitrator shall be shared equally by the city and the unit.

Each party shall pay its own cost of the preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcript.

## **TRAVEL POLICY**

### **SECTION 24**

**24.1** The City shall revise its' "Travel Policy" to reimburse employees for their meal expenses while on official duties during out-of-town travel up to the following maximums per meal:

Breakfast	\$ 5.00
Lunch	\$10.00
Supper	\$15.00

## LONGEVITY BONUS

### SECTION 25

**25.1** Along with the first payroll check in December 2005 each eligible unit member shall receive the following longevity bonus in a separate check along with their holiday compensatory time payment:

Unit members who have completed 5 years of employment shall receive a \$440.00 bonus, **OR**

Unit members who have completed 10 years of employment shall receive a \$560.00 bonus, **OR**

Unit members who have completed 15 years of employment shall receive a \$680.00 bonus, **OR**

Unit members who have completed 20 years of employment shall receive an \$800.00 bonus.

Unit members must have completed their respective year of employment by December 1 of the calendar year in which the bonus is given.

**25.2** Should a unit member's employment with the city terminate for any reason prior to December of each of the years in section 25.1 he/she shall receive a prorated longevity bonus with his/her last check.

## WAGE INCREASE

### SECTION 26

**26.1** Rate of Pay. Effective July 1, 2005 and January 1, 2006 the rate of pay for the respective positions listed below shall be increased as follows:

<b>Patrolman</b>	<b>2004-05 Wage</b>	<b>7/1/05 Wage</b>	<b>1/1/06 Wage</b>
Start	\$13.70	+ 2% \$13.97	+ 2% \$14.25
After 1 year	\$15.41	+ 2% \$15.72	+ 2% \$16.03
After 3 years	\$16.63	+ 2% \$16.96	+ 2% \$17.30
Detective	\$17.38	+ 2% \$17.73	+ 2% \$18.08
Sergeant (2)	\$18.08	+ 2% \$18.44	+ 2% \$18.81
Captain (1)	\$18.76	+ 2% \$19.14	+ 2% \$19.52

Effective July 1, 2006 the rate of pay for the respective positions listed below shall be increased as follows:

<b>Patrolman</b>	<b>2005-06 Wage</b>		<b>2006-07 Wage</b>
Start	\$14.25	+ 3%	\$14.68
After 1 year	\$16.03	+ 3%	\$16.51
After 3 years	\$17.30	+ 3%	\$17.82
Detective	\$18.08	+ 3%	\$18.62
Sergeant (2)	\$18.81	+ 3%	\$19.37
Captain (1)	\$19.52	+ 3%	\$20.11

**26.2** New patrolmen with state academy certification shall start at the second year pay bracket.

#### **CONTRACT PERIOD**

#### **SECTION 27**

**27.1** The terms of this contract shall be binding upon the parties hereto for the following period:

July 1, 2005 through June 30, 2007

This agreement between the Estherville Police/AFSCME/Council 61 and the City of Estherville, as written in its entirety, is approved and agreed to be the "Contract" between the two parties for the above-mentioned period.

Signed by the Estherville Police/AFSCME/Council 61 on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ESTHERVILLE POLICE/AFSCME/  
COUNCIL 61

by \_\_\_\_\_  
Brent Shatto, President

ATTEST:

by \_\_\_\_\_  
Danny J. Homan  
Chief Negotiator

Signed by the City of Estherville on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF ESTHERVILLE, IOWA

by \_\_\_\_\_  
Lyle Hevern, Mayor

ATTEST:

by \_\_\_\_\_  
Vaughn Brua, City Clerk